

COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2024

POWELL COMMUNITY IMPROVEMENT CORPORATION, REQUESTING ANNEXATION OF 2.052 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

It was moved by Mrs. Lewis, seconded by Mr. Benton, to acknowledge that on July 31, 2024, the Clerk to the Board of Commissioners received a petition requesting annexation of 2.052 acres of land from Liberty Township to the City of Powell.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

**5
RESOLUTION NO. 24-614**

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, ATTORNEY-AT-LAW, REQUESTING ANNEXATION OF 79.688 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to acknowledge that on August 5, 2024, the Clerk to the Board of Commissioners received a petition requesting annexation of 79.688 acres of land from Delaware Township to the City of Delaware.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

**6
RESOLUTION NO. 24-615**

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, ATTORNEY-AT-LAW, REQUESTING ANNEXATION OF 239.167 ACRES OF LAND IN DELAWARE TOWNSHIP (135.728 ACRES) AND CONCORD TOWNSHIP (103.439 ACRES) TO THE CITY OF DELAWARE:

It was moved by Mrs. Lewis, seconded by Mr. Benton, to acknowledge that on August 5, 2024, the Clerk to the Board of Commissioners received a petition requesting annexation of 239.167 acres of land from Delaware Township (135.728) acres and Concord Township (103.439 acres) to the City of Delaware.

Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

**7
TIM WILSON, DELAWARE COUNTY VISITORS BUREAU
UPDATES ON TOURISM ECONOMIC REPORT**

**8
RESOLUTION NO. 24-616**

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE SHELBY COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS REGARDING INMATE HOUSING:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve the following:

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of a contract between the Shelby County Board of Commissioners and the Delaware County Board of Commissioners regarding inmate housing;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Contract for Inmate Housing between the Shelby County Board of Commissioners and the Delaware County Board of Commissioners:

CONTRACT FOR INMATE HOUSING

Section 1- Parties to the Agreement

This Agreement is made and entered into this 12th day of August, 2024 by and between the Delaware County Board of Commissioners (hereinafter Delaware County), and the Shelby County Board of Commissioners (hereinafter Shelby County), (hereinafter collectively referred to as the "Parties"), pursuant to sections 9.482, 307.15, et seq., and 341.12,- et seq., of the Revised Code.

Section 2-Purpose

The Parties to this agreement wish to contract for the housing of inmates, from time to time, in the Shelby County jail facilities.

Section 3- Contract Administrator

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Shelby County hereby designates the Jail Administrator, subject to the direction of the Shelby County Sheriff, as Administrator and agent of Shelby County for purposes of this Agreement, including commencement and suspension thereof.

Section 4- Scope

Delaware County is duly authorized to exercise, perform, render, or contract for jail services and is, or from time to time may be, without adequate and sufficient facilities for incarceration and care of its adult inmates or due to certain circumstances is unable to house a particular inmate. Delaware County and Shelby County desire that Shelby County provide jail services to Delaware County and have Delaware County's inmates incarcerated and cared for in the Shelby County Jail for such periods as may be directed by the Courts and/or Delaware County.

Shelby County will receive and care for, at the Shelby County Jail, all inmates referred by Delaware County for such length of time as said inmates respectively may be committed by the court of competent jurisdiction, subject to the provisions of this Agreement. Shelby County's acceptance of inmates is also subject to available space within the Shelby County Jail. The Parties agree that there is no minimum number of inmates required to be housed under this agreement

The care, control, custody and supervision of inmates accepted by Shelby County shall be exercised in conformity with the minimum standards for full service jails in Ohio as adopted by the rules and regulations of the Ohio Department of Rehabilitation and Corrections, the standards set forth in the Prison Rape Elimination Act (2003), and the rules and regulations and policies of operation of the Shelby County Jail as adopted by the Sheriff of Shelby County, Ohio.

Upon delivery to the Shelby County Jail by Delaware County of its inmates, along with proper commitment papers, Shelby County shall accept and receive said inmates for incarceration therein, provided however, that this Agreement imposes no obligation upon Shelby County to accept any or all such inmates tendered by Delaware County for incarceration in the Shelby County Jail when, at the discretion of the Sheriff of Shelby County, an inmate is refused in accordance with this Agreement. It shall be the obligation of Delaware County to telephone or otherwise contact the Sheriff of Shelby County, Ohio, before delivery of Delaware County's inmates to ascertain that the same will be accepted for incarceration within the Shelby County Jail. Delaware County will also notify Shelby County of an estimated time of arrival.

Delaware County agrees to abide by any and all rules, regulations, laws and standards of conduct that now are or any time in the future may be in force at the Shelby County Jail as prescribed by the Shelby County Sheriff, Shelby County Judges, the State of Ohio, or any other political subdivision having authority or empowered to make such rules, regulations, laws or standards, which shall be open for inspection at the Shelby County Jail.

Delaware County agrees to take reasonable steps to properly identify the inmate and the inmate's nationality. Delaware County agrees to contact and coordinate with other entities that have issued warrants, summons, detainers, subpoenas, and similar legal process for the inmate. Delaware County agrees to assume sole responsibility for adhering to all relevant law and procedure regarding a foreign national's rights if any, under a treaty or federal law.

Section 5- Transportation Expenses

Persons imprisoned by Delaware County or arrested and brought to the Shelby County Jail for incarceration shall be escorted and transported by Delaware County, at Delaware County's sole expense, to the Shelby County Jail. In no event shall Shelby County transport Delaware County's inmates outside Shelby County's jurisdiction. When the destination of Delaware County's inmate transportation is outside Shelby County, Delaware County shall manage, at Delaware County's sole expense, transportation of said inmate to and from the Shelby County Jail.

Section 6- Confinement Expenses

Delaware County shall be invoiced monthly by the Shelby County Sheriff, for each person confined in the Delaware County Jail pursuant to this Agreement, as follows: for inmates housed in Shelby County the sum of \$65.00 per inmate/per day during the inmate's confinement. Each day for the purposes of this Agreement shall be calculated as any one calendar day, or any part thereof, separately computed for each of Delaware County's inmates, during which said inmate is actually subject to the care, control, custody, and supervision of the Sheriff of Shelby County, Ohio, or any of his agents or employees.

The Parties agree that Shelby County shall be able to recover the costs, expenses, settlement monies, and monetary judgments paid by Shelby County to an inmate or inmate's estate arising out of the inmate's confinement as expenses under R.C. 341.19 or damages under R.C. 341.18.

Shelby County Sheriff shall prepare and submit to Delaware County, monthly, a statement specifying all obligations for payment required of Delaware County. Delaware County shall pay unto Shelby County any amount due and unpaid as specified in such statements within thirty (30) days of the statement. Shelby County shall refund to Delaware County any amount overpaid as specified in such statements within thirty (30) days of the statement.

Notwithstanding any term of this Agreement, Shelby County may require inmate reimbursements in

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accordance with section 341.14(B)-(C) of the Revised Code, without any right of setoff to Delaware County.

Section 7- Care Expenses

Delaware County shall pay all sums expended for or incurred in the name of Shelby County for any and all medical, dental, or hospital treatments (inpatient or outpatient) necessary for the care of Delaware County's inmates while such inmates are in the custody and control of Shelby County, including, but not limited to, examinations, treatments, prescription medication, x-rays, laboratory work physical therapy. Testing, and referrals to outside physicians, Mental Health Professionals or specialists.

In the event hospitalization is deemed necessary, Shelby County shall notify Delaware County when the fact is known or as soon thereafter as possible. If the inmate requires hospitalization under guard, they will be booked out of jail into the custody of Delaware County, and Delaware County shall provide their own security.

In case of the death of an inmate, Shelby County shall not be liable for any costs or expenses related to the inmate's death. Delaware County shall pay for all expenses and costs relating, but not limited to, transportation of the corpse, autopsy, and burial expenses.

Section 8- Habeas Corpus Expenses

Notwithstanding RC. 341.17, the Parties agree that the Prosecuting Attorney of Delaware County, or such other counsel Delaware County may retain, shall provide legal counsel in habeas case filed in state court. Delaware County shall give notice to Shelby County within 14 days of service of the complaint of its intention to defend a habeas action. Failure of Delaware County to give such notice, to file an answer, or otherwise defend the matter shall entitle Shelby County to act instead of Delaware County. All reasonable and necessary expenses incurred by Shelby County in any habeas corpus proceeding, for any of Delaware County's inmates shall be paid by Delaware County unless otherwise paid by said inmate, or by someone on the inmate's behalf. The Parties agree that the Shelby County Prosecuting Attorney's hourly rate for performing this work on behalf of the other Party's County is \$100.00.

Section 9- Liability

Shelby County shall be liable for escapes or other neglect of duty in relation to the inmate, as in other cases, and neither the Delaware County's sheriff nor any of the Delaware County's county commissioners is liable in damages in a civil action for any injury, death, or loss to person or property suffered or caused by the inmate while the inmate is in the custody of Shelby County. The Parties agree that under R.C 341.18 Shelby County shall have a right of action against Delaware County for damages to the Shelby County Jail or other Shelby County property done by any inmate confined pursuant to this Agreement. Delaware County shall not be required to reimburse Shelby County for ordinary wear and tear of Shelby County property occurring during confinement of Delaware County's inmates pursuant to this Agreement.

Section 10- Right to Refuse Inmates

Shelby County reserves the right to reject any and all persons who, because of medical or mental health problems, shows it is unsafe to incarcerate such persons. The Shelby County Sheriff shall not commit inmates suffering from any communicable, contagious, infectious or venereal disease. Should any inmate committed by Delaware County develop or contract any such disease while detained at Shelby County Jail, or having received any inmate so affected, without knowledge thereof upon discovery of such condition in any inmate thereafter, Shelby County may refuse to keep such inmates.

Upon such refusal to keep said inmate, Shelby County shall immediately notify Delaware County or Delaware County's Sheriff's Office and advise of same. Upon notification provided herein. Delaware County shall, at its own expense, promptly remove or cause to be removed such inmate from the Shelby County Jail.

Shelby County shall not receive or allow to remain any pregnant-inmates in the Shelby County Jail. Shelby County further reserves the right to reject or return any and all inmates committed to the Receiving Jail, when, in the sole discretion of Shelby County, the Shelby County Sheriff, or his employees, agents, or assigns determine that the conditions of said Shelby County Jail and its inmates are subject to hazards and, therefore, injurious to the well-being of any and/or all inmates confined. The Parties agree that juvenile inmates are outside the scope of this agreement.

Section 11- Term of Agreement

This Agreement shall commence on the date recited first here.in and continue in force until July 1, 2027, whereupon this Agreement shall terminate unless the Parties mutually agree upon an extension of this Agreement or a new agreement. Either Party may suspend or terminate this Agreement at any time for convenience by providing ninety (90) days' written notice to the other Party. In the case of termination, Shelby County shall submit a final invoice statement within sixty (60) days of the effective date of termination. Termination of this Agreement shall not affect the Agreement of the Parties as to inmates incarcerated at the time notice of termination is given to the other Party.

Section 12- Miscellaneous Terms & Conditions

12.1 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between Shelby County and Delaware County, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be

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amended in writing with the mutual consent and agreement of the parties.

12.2 Governing Law This Agreement shall be governed by and interpreted in accordance with the Laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Shelby County, Ohio.

12.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

12.4 Waivers: No waiver of breach of any provision of Ibis Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

12.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or enforceable shall not be affected thereby, and this Agreement and an the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

**9
RESOLUTION NO. 24-617**

IN THE MATTER OF AUTHORIZING THE USE OF PROCUREMENT CARDS FOR DELAWARE COUNTY FACILITIES / MAINTENANCE DEPARTMENT:

It was moved by Mrs. Lewis, seconded by Mr. Benton, to approve the following:

WHEREAS, on September 30, 2004, the Board of Commissioners of Delaware County (the “Board”) adopted Resolution No. 04-1193, establishing a policy for the use of County Procurement Cards, pursuant to section 301.29 of the Revised Code; and

WHEREAS, on October 3, 2011, the Board adopted Resolution No. 11-1040, approving amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board has authorized the use of procurement card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	Delaware County Board of Commissioners
Office/Department:	Facilities / Maintenance
Daily spending per card:	\$1,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$750
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Cavan Weston
Department Coordinator:	Janette Adkins

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

**10
RESOLUTION NO. 24-618**

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**IN THE MATTER OF APPROVING THE REQUEST FOR PROPOSALS FOR CONSTRUCTION
MANAGER AT RISK DELAWARE COUNTY NEW SOCIAL SERVICES ADMINISTRATION
FACILITY:**

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve the following:

WHEREAS, the Deputy County Administrator/General Counsel recommends approving a request for proposals for Construction Manager at Risk Delaware County New Social Services Administration Facility;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby approves the request for proposals for Construction Manager at Risk Delaware County New Social Services Administration Facility and authorizes issuance of the request, including the following public notice:

**Public Notice
Request for PROPOSALS
CONSTRUCTION MANAGER AT RISK**

**DELAWARE COUNTY NEW SOCIAL SERVICES ADMINISTRATION FACILITY
DELAWARE COUNTY, OHIO**

The Delaware County Board of Commissioners, in accordance with Section 9.33, *et seq.*, of the Ohio Revised Code, hereby gives notice of its intent to employ a Construction Manager at Risk (CMAR) for the construction of a new Social Services Administration facility (the "Project") at the Delaware County Byxbe Campus, located at the intersection of State Route 521 and Byxbe Parkway, Delaware, Ohio, for Delaware County, Ohio and invites interested parties to submit proposals for consideration.

The work includes preconstruction and at-risk construction management services for the Project. Firms are to be experienced in, but services will not be limited to, CMAR services of scheduling, review of design progress submittals, value engineering, "GMP" and open book pricing, and experience in public sector construction.

The complete Request for Proposals may be obtained at the County's web page, <http://www.co.delaware.oh.us> under the heading "Public Notices and Bids" or by contacting the Delaware County Facilities Management Office at (740) 833-2280, email jmelvin@co.delaware.oh.us, or in person at 1610 State Route 521, Delaware, OH 43015 during normal business hours.

Proposals will be received at the Delaware County Commissioners' Office, Attention: Mr. Jon Melvin, Director of Facilities, 91 North Sandusky Street, Delaware, Ohio 43015 until **4:00 PM on September 20, 2024**. One original hard copy, and one electronic copy (in PDF format) of all submittals are to be included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

**11
RESOLUTION NO. 24-619**

**IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT FOR THE
PURCHASE OF SUPERVISED VISITATION SERVICES BETWEEN THE DELAWARE COUNTY
BOARD OF COMMISSIONERS AND MARION COUNTY (FAMILY COURT) DBA C.A.R.E.F.I.T.
CENTER:**

It was moved by Mrs. Lewis, seconded by Mr. Benton, to approve the following:

WHEREAS, the Director of Job & Family Services recommends approval of the first contract amendment with Marion County (Family Court) dba C.A.R.E.F.I.T. Center;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following first contract amendment with Marion County (Family Court) dba C.A.R.E.F.I.T. Center for Title IV-E Agencies and Providers for supervised visitation services:

**First Amendment
To
Contract for the Purchase of
Supervised Visitation Services
Between
Delaware County Board of County Commissioners
And
Marion County (Family Court) dba C.A.R.E.F.I.T. Center**

This First Amendment of the Contract For The Provision of Supervised Visitation Services is entered into this 12th day of August, 2024 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter "Board"), whose address is 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 145 North

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Union Street, 2nd Floor, Delaware, Ohio 43015, and Marion County (Family Court) dba C.A.R.E.F.I.T. Center (hereinafter “Provider”) whose address is 1440 Mt. Vernon Ave., Marion, Ohio 43302 (hereinafter collectively the “Parties.”).

WHEREAS the Parties entered into the Contract for Supervised Visitation Services on July 1, 2023.
WHEREAS the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).
NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract service period shall be extended through June 30, 2025.
2. Signatures
 Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf.
3. Conflicts
 In the event of a conflict between the terms of the Contract, and this First Amendment, the terms of this First Amendment shall prevail.
4. Terms of Agreement Unchanged
 All terms and conditions of the Contract, not changed by this First Amendment remain the same, unchanged, and in full force and effect.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

**12
RESOLUTION NO. 24-620**

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve the following work permits:

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

UT2024-0161	CINCINNATI BELL	VARIOUS	FIBER OPTICS
UT2024-0162	SUBURBAN	BERLIN BLUFFS	BLANKET PERMIT
UT2024-0163	CINCINNATI	EDGEWOOD AND PARKRIDGE RD	FIBER OPTICS
UT2024-0164	DEL-CO WATER	CHURCH ST	INSTALL WATER LINE
UT2024-0165	COLUMBIA GAS	S OLD 3C, BIG WALNUT & TUSSIC ST	POTHOLES
UT2024-0166	CINCINNATI BELL	GLICK RD	FIBER OPTICS

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

**13
RESOLUTION NO. 24-621**

IN THE MATTER OF APPROVING AN OWNER’S AGREEMENT FOR HYATTS MEADOWS SECTION 3B:

It was moved by Mrs. Lewis, seconded by Mr. Benton, to approve the following:

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Hyatts Meadows Section 3B;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreement for Hyatts Meadows Section 3B:

**OWNER’S
AGREEMENT**

PROJECT NUMBER: 24007

THIS AGREEMENT, executed on this 12th day of August, 2024, between Olentangy Falls II, Ltd.

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hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Hyatts Meadows Sec 3B further identified as Project Number 24007 is governed by the following considerations to wit:

Said OWNER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT.

OPTIONS:

1. Should OWNER elect to record the plat prior to beginning construction, OWNER shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in Exhibit "A" attached hereto.
2. Should OWNER elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as OWNER elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Delaware County Design, Construction and Surveying Standards and any supplements thereto. The OWNER shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The OWNER shall indemnify and save harmless Delaware County and all Townships and/or Villages within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this AGREEMENT is executed by the COUNTY COMMISSIONERS.

The OWNER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Forty Seven Thousand Dollars and No Cents (\$47,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

Upon completion of construction, the OWNER shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of one year. Said OWNER'S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in Exhibit "A" for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has been accomplished according to the approved plan and/or to the County Engineer's satisfaction. All work is to be done in accordance with the Delaware County Design, Construction and Surveying Standards, and any supplements thereto.

Acceptance of the project into the public system shall be completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER'S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, to the COUNTY COMMISSIONERS, as required, "as-built" drawings of the improvements, which plans shall become the property of the COUNTY and remain in the office of the Delaware County Engineer.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all

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material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,563,800.00
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$156,400.00
INSPECTION FEE DEPOSIT	\$47,000.00

Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

**14
RESOLUTION NO. 24-622**

IN THE MATTER OF APPROVING THE VACATION OF GENERAL UTILITY EASEMENTS ON PROPERTY OWNED BY NORTHSTAR RESIDENTIAL DEVELOPEMENT, LLC:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve the following:

WHEREAS, as a part of the development of property currently owned by Northstar Residential Development, LLC, utility easements were established across said property; and

WHEREAS, the Engineer recommends that these easements be vacated, having determined that the easements were provided to meet the design intent of a development plan that is no longer going to proceed to construction; and

WHEREAS, replacement easements will be established as a part of the development plan and platting process for the subject property;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, Ohio approves the following Vacation of General Utility Easements and authorizes the President of the Board to execute the same on behalf of the Board:

VACATION OF GENERAL UTILITY EASEMENTS

KNOW ALL PERSONS BY THESE PRESENTS THAT the undersigned BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, hereby permanently surrenders, vacates, and releases the General Utility Easements granted to it by the instrument recorded in Official Record Volume 827, Page 607, Recorder's Office, Delaware County, Ohio.

Further, the undersigned hereby authorizes and directs the Delaware County Recorder to record this Vacation of General Utility Easements in the County Records and to make appropriate marginal notations on the instrument recorded in Official Record Volume 827, Page 607.

IN WITNESS WHEREOF, the undersigned has caused this Vacation of General Utility Easements to be executed effective as of the date below.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

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15

RESOLUTION NO. 24-623

IN THE MATTER OF APPROVING COOPERATION AGREEMENTS WITH THE VILLAGE OF OSTRANDER, THE CITY OF POWELL, AND THE VILLAGE OF SHAWNEE HILLS FOR THE DELAWARE COUNTY URBAN COUNTY ENTITLEMENT PROGRAM, COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FISCAL YEARS 2025-2027:

It was moved by Mrs. Lewis, seconded by Mr. Benton, to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) has received notice that it meets the eligibility criteria under Community Development Block Grant regulations for Urban County Entitlement commencing in federal fiscal year 2024; and

WHEREAS, in order to pursue Urban County Entitlement qualification, the Board must complete certain actions by the deadlines stated in Notice CPD-24-02; and

WHEREAS, the Village of Ostrander, the City of Powell, and the Village of Shawnee Hills have all adopted legislation and approving cooperation agreements to participate in the Delaware County CDBG Urban County Program; and

WHEREAS, the Deputy County Administrator/General Counsel recommends approving cooperation agreements with the Village of Ostrander, the City of Powell, and the Village of Shawnee Hills for inclusion in the Delaware County qualification package;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby approves cooperation agreements with the Village of Ostrander, the City of Powell, and the Village of Shawnee Hills, in substantially the same form as set forth in this Resolution, and authorizes the County Administrator to execute the cooperation agreements on behalf of the Board.

**COOPERATION AGREEMENT
 Delaware County Urban County Entitlement Program
 Fiscal Years 2025–2027**

This COOPERATION AGREEMENT (the “*Agreement*”), made and entered into as of _____, by and between the _____, a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the “*City/Village*”), and the COUNTY OF DELAWARE, OHIO, a county and political subdivision of the State of Ohio, by and through its Board of County Commissioners (the “*County*”), under the circumstances summarized in the following recitals. The *City/Village* and the *County* may be referred to herein individually as a “*Party*” or collectively as the “*Parties*.”

RECITALS:

WHEREAS, the Congress of the United States has enacted the Housing and Community Development Act of 1974, as amended (hereinafter, the “*Act*”), which has as its primary objective, the development of viable urban communities, and whereby federal assistance will be provided for the support of community development activities that are directed toward the following specific objectives:

- A. The elimination of slums and blight and the prevention of blighting influences and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income;
- B. The elimination of conditions which are detrimental to health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities;
- C. The conservation and expansion of the nation’s housing stock in order to provide a decent home and suitable living environment for all persons, but principally those of low and moderate income;
- D. The expansion and improvement of the quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development and for the development of viable urban communities;
- E. A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreation, and other needed activity centers;
- F. The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for persons of lower income and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of higher income;

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- G. The restoration and preservation of properties of special value for historic, architectural, or esthetic reasons;
- H. The alleviation of physical and economic distress through the stimulation of private investment and downtown revitalization in neighborhood business districts.

WHEREAS, the Parties are mutually desirous of entering into community development activities within Delaware County, which are directed toward the above objectives, and for that reason, desirous of seeking such federal funding as may be available to them pursuant to the Act; and

WHEREAS, the Act contemplates and encourages cooperation between counties and municipalities for the purpose of carrying the objectives stated in the Act; and

WHEREAS, pursuant to sections 9.482 and 307.15, *et seq.*, of the Revised Code, the Parties are authorized to enter into agreements whereby the County undertakes and is authorized to exercise any power, perform any function, or render any service on behalf of the City/Village that the City/Village may exercise, perform, or render; and

WHEREAS, pursuant to section 303.26, *et seq.*, of the Revised Code, the Parties each have authority to carry out the kinds of activities that are objectives of the Act; and

WHEREAS, pursuant to section 307.85 of the Revised Code, the County is authorized to cooperate with other agencies or organizations, either private or governmental, in establishing and operating any federal program enacted by the Congress of the United States; and

WHEREAS, the Parties mutually agree that it is in the best interest of their respective constituents for the Parties to cooperate in carrying out the Act's objectives by joining together for the administration of Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships programs (collectively, the "Programs"), with the County serving as the "Urban County" for such Programs within Delaware County;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree and bind themselves as follows:

Section 1. Qualification Period. This Agreement covers Federal Fiscal Years 2025, 2026, and 2027. By executing this Agreement and participating in the Programs, the City/Village acknowledges and agrees that it may not apply for grants under the Small Cities or State CDBG program for fiscal years during the qualification period in which it participates and that it may receive a HOME allocation only through the Urban County. Even if the Urban County does not receive a HOME allocation, the City/Village shall not form or participate in a HOME consortium with other local governments. If the County submits an application for ESG funds and funds are made available, the City/Village may only receive an ESG allocation through the Urban County.

Section 2. Application for Funding. The County shall prepare and submit an application, or applications, to the Secretary of Housing and Urban Development for grants under the terms of the Act. The application(s) shall set forth a summary of a community development plan that identifies community development needs, demonstrates a comprehensive strategy for meeting those needs, and specifies both short and long term community development objectives, which have been developed in accordance with area wide development planning and national urban growth policies, and otherwise conforms to Section 104 of the Act. The community development plan shall hereinafter be referred to as the "Plan."

Section 3. Projects and Activities. The City/Village may prepare applications of recommended projects and activities for community development within its boundaries, which projects and activities must be in accordance with the Act's objectives. These applications shall be submitted to the County's Economic Development Department, which will be the reviewing agency for all proposed projects and activities to be included in the Plan. The Economic Development Department shall make recommendations to the County for the contents of the Plan and for prioritizing submitted projects and activities. The County shall have final approval authority for projects and activities to be included in the Plan. The Parties mutually acknowledge and agree that the County has final decision-making authority concerning the contents of applications, in conformance with the Plan and the Act. If projects or activities are approved for funding, the County shall be responsible for the implementation of the projects and activities as a part of the Programs, including the proper use of funds and all program income generated in accordance with the Act.

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Section 4. Programs Administration. The County shall develop and maintain a uniform administrative procedure for the Programs, including the development of applications, the distribution of Urban County formula funds, and the management of projects and activities. The procedures shall comply with and reflect the requirements of the Secretary of Housing and Urban Development and the regulations applicable to the Programs.

Section 5. County Authority. The City/Village authorizes the County to do on behalf of the City/Village, in accordance with this Agreement, all things that the City/Village could do for itself in the making of applications for, and the expenditure of, funds for the Programs. The City/Village shall undertake, or assist in undertaking, essential community renewal and lower-income housing assistance activities, and the City/Village specifically authorizes the County to undertake, or assist in undertaking, essential community renewal and lower-income housing assistance activities on behalf of the City/Village.

Section 6. City/Village Obligations. Pursuant to 24 CFR 570.501(b), the City/Village shall be subject to the same requirements as subrecipients, including the requirement of a written agreement, where applicable in accordance with 24 CFR 570.503. If the City/Village is a subrecipient, it shall inform the County of any income generated by the expenditure of funds from the Programs and return such income to the County within thirty (30) days of its receipt, unless other specific arrangements have been negotiated and agreed between the Parties. The City/Village shall maintain and supply such records and supporting documentation to the County to assure program income is being accurately reported and correctly expended. Any program income that is on hand or received subsequent to close out of the applicable project or activity shall be paid to the County within thirty (30) days of receipt. For any real property acquired or improved in whole or in part using CDBG funds, the City/Village agrees: (a) to notify the County within thirty (30) days of any proposed modification or change in the use of the real property from that planned at the time of acquisition or improvement, including disposition; (b) to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG funds) of the property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the Act or applicable regulations; and (c) to return to the County (as provided in this Section 6) all program income generated from the disposition, transfer, or rent of the property acquired or improved with CDBG funds.

Section 7. Compliance with Federal Law. The Parties each agree to take all actions necessary to ensure compliance with the Urban County's certification under Section 104(b) of Title I of the Act, and that the Programs will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1), the Fair Housing Act (Title VIII of the Civil Rights Act of 1968), and the implementing regulations at 24 CFR part 100, and the duties to affirmatively further fair housing. The Parties each agree to comply with, and conduct and administer the Programs in conformity with, Section 109 of Title I of the Act, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws.

Section 8. Fair Housing. The Parties each agree to affirmatively further fair housing. Further, no funding shall be made available for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification. The City/Village shall cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

Section 9. Policy Adoption and Enforcement. The City/Village has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights determinations and a policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

Section 10. Funds Restrictions. Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a metropolitan city, urban county, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Section 11. Agreement to Remain in Effect. This Agreement shall remain in effect, may not be terminated, and no Party may withdraw from this Agreement, until all funds (including funds for all Programs, including program income) are expended and all activities are completed. This provision applies to the initial three-year qualification period set forth in Section 1 of this Agreement and future qualification periods in the event of automatic renewal in accordance with Section 12 of this Agreement. Notwithstanding the foregoing, this Agreement shall be null and void in the event the County fails to qualify, requalify, or receive a grant award in any year of the qualification period.

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Section 12. Automatic Renewal. This Agreement shall automatically renew for successive three-year qualification periods unless either Party exercises the option to terminate this Agreement at the end of the then-current qualification period. If the City/Village fails to exercise the option to terminate at the end of the then-current qualification period, then the City/Village shall not have the opportunity to exercise the option terminate until the end of the subsequent qualification period. Termination shall only be effective if written notice is provided to the County, with a copy to the HUD CPD Columbus Field Office, prior to the end of the applicable qualification period. The County shall provide notice to the City/Village, by the date specified in the HUD's urban county qualification notice, of its right not to participate and to terminate this Agreement. The Parties agree to adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an urban county qualification notice applicable for a subsequent three-year qualification period and to submit such amendment to HUD as provided in the urban county qualification notice. Failure to comply with the amendment requirement shall void the automatic renewal for the subsequent qualification period.

Section 13. Necessary Amendments. In accord with Section 12 of this Agreement, any amendments to the Act, as currently amended, necessitating a change to this Agreement, shall be incorporated by a formal amendment to this Agreement. Failure by either Party to adopt an amendment incorporating all changes necessary to meet the requirements set forth in the urban county qualification notice applicable for a year in which the next qualification period scheduled, shall automatically terminate this Agreement following the expenditure of all CDBG funds allocated for use in the City/Village's jurisdiction, and that such failure to comply shall void the automatic renewal of such qualification period.

Section 14. Miscellaneous.

- (a) Assignment. This Agreement may not be assigned.
- (b) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- (c) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.
- (d) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.
- (e) Effective Date. This Agreement shall become effective on the date set forth in the preamble hereto.
- (f) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties on the subject matter hereof and supersedes all prior negotiations, agreements and understandings, both written and oral, between the Parties with respect to such subject matter. This Agreement may not be amended, waived or discharged except in an instrument in writing executed by the Parties.
- (g) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.
- (h) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.
- (i) Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City/Village or the County other than in his or her official capacity, and neither the members of the legislative bodies of the City/Village or the County nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City/Village and the County contained in this Agreement.
- (j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws. All claims, counterclaims, disputes and other matters in question between the City/Village, its agents and employees, and the County, its employees

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and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Delaware County, Ohio.

(k) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(l) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall the City/Village or the County be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(m) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

- (i) the City/Village at:
- (ii) the County at: County of Delaware, Ohio
91 North Sandusky Street
Delaware, Ohio 43015
Attention: County Administrator

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

(n) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

(o) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(p) Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

(q) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(r) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(s) Incorporation of Other Documents. This Agreement has been approved by duly-adopted ordinance or resolution of each of the Parties, copies of which are attached hereto and, by this reference, incorporated herein. This Agreement has been reviewed and approved as to form by the Parties' respective legal counsel. The County's legal counsel has prepared an opinion stating that the terms and provisions of the Agreement are fully authorized under state and local law and that the Agreement provides the legal authority for the County to undertake, or assist in undertaking, essential community renewal and lower-income housing assistance activities. A copy of the opinion is attached hereto and, by this reference, incorporated herein, and the opinion shall be submitted as a part of the qualification package.

IN WITNESS WHEREOF, the City/Village and the County have caused this Cooperation Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

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Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

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RESOLUTION NO. 24-624

IN THE MATTER OF RANKING PROPOSALS RECEIVED FOR THIRD PARTY ADMINISTRATORS FOR THE DELAWARE COUNTY WORKERS' COMPENSATION PROGRAM:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve the following:

WHEREAS, the Delaware County Board of Commissioners (the "Board") received a total of four proposals for workers' compensation third party administration services; and

WHEREAS, a selection committee has reviewed and evaluated the proposals received to determine the proposal that is most advantageous to Delaware County, considering the evaluation factors and criteria; and

WHEREAS, the selection committee recommends ranking the four proposals as follows: 1 – Sedgwick, 2 – Charles Taylor, 3 – Hunter, 4 - Minuteman;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby accepts and adopts the selection committee's ranking and authorizes entering into contract negotiations with Sedgwick, the firm that submitted the proposal ranked most advantageous to Delaware County;

BE IT FURTHER RESOLVED that, in the event contract negotiations with Sedgwick shall be terminated unsuccessfully, the Board authorizes contract negotiations with the next highest ranked firm, and so on, until a contract is successfully negotiated for the Board's consideration.

Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

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ADMINISTRATOR REPORTS

CA Davies – Gave reminder of TID Meeting to be held Wednesday August 14, 2024 at 9:30 a.m.

DCA Huston – Nothing to report.

Attorney Hochstettler – Absent.

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COMMISSIONERS' COMMITTEES REPORT

Commissioner Lewis – Attended an Executive Meeting for Emergency Management last week.

Commissioner Benton - Attended the MORPC Meeting last week. He plans on attending the Retirement Party for Dean Stelzer on Wednesday.

Commissioner Merrell – Attended the Hartford Fair last week and also the MORPC Meeting

10:00A.M.- RECONVENE PUBLIC HEARING FOR CONSIDERATION OF THE ORANGE VILLAGE CENTRE WATERSHED DRAINAGE IMPROVEMENT PROJECT:

The Board of Commissioners reconvened the hearing at 10:00 A.M.

The Board of Commissioners closed the hearing at 10:06 A.M.

19

RESOLUTION NO. 24-625

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT, AFFIRMING THE ORDER, AND CONFIRMING THE ASSESSMENTS FOR THE ORANGE VILLAGE CENTRE WATERSHED DRAINAGE IMPROVEMENT PROJECT:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve the following:

WHEREAS, on May 4, 2018, a Drainage Improvement Petition for the Orange Village Centre Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

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WHEREAS, on October 25, 2018, the Board adopted Resolution No. 18-1188, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Orange Village Centre Watershed Drainage Improvement Petition Project; and

WHEREAS, on July 29, 2024, the Board opened the final public hearing, which was continued to and reconvened on August 12, 2024, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Orange Village Centre Watershed Drainage Improvement Project; and

WHEREAS, after hearing all the evidence offered in the proceedings and after receiving and considering all the schedules, plans, and reports filed by the County Engineer, the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, Ohio as follows:

Section 1. The Board hereby finds that the proposed improvement (maintenance assessment) is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement (maintenance assessment) will be less than the benefits. Accordingly, the Board hereby affirms its order granting the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer; and

Section 2. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 3. The maintenance fund shall be maintained, as needed, by an assessment levied not more often than once annually upon the benefited owners, as defined in [section 6131.01](#) of the Revised Code, apportioned on the basis of the estimated benefits for construction of the improvement. An assessment shall represent such a percentage of the estimated benefits as is estimated by the engineer and found adequate by the board or joint board to effect the purpose of [section 6137.02](#) of the Revised Code, except that at no time shall a maintenance fund have an unencumbered balance greater than twenty per cent (20%) of all construction costs of the improvement. The minimum assessment shall be two dollars. Any cost incurred from the petition project process will be paid from the annual Drainage Improvement maintenance assessments.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

Recessed at 10:07 a.m. / Reconvene at 10:15 a.m.

10:15A.M.- RECONVENE PUBLIC HEARING FOR CONSIDERATION OF THE HIDDEN SPRINGS CONDOMINIUM WATERSHED DRAINAGE IMPROVEMENT PROJECT:

The Board of Commissioners reconvened the hearing at 10:15 A.M.

The Board of Commissioners closed the hearing at 10:18 A.M.

RESOLUTION NO. 24-626

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT, AFFIRMING THE ORDER, AND CONFIRMING THE ASSESSMENTS FOR THE HIDDEN SPRINGS CONDOMINIUM WATERSHED DRAINAGE IMPROVEMENT PROJECT:

It was moved by Mrs. Lewis, seconded by Mr. Benton, to approve the following:

WHEREAS, on May 4, 2018, a Drainage Improvement Petition for the Hidden Springs Condominium Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on October 25, 2018, the Board adopted Resolution No. 18-1184, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Hidden Springs Condominium Watershed Drainage Improvement Petition Project; and

WHEREAS, on July 29, 2024, the Board opened the final public hearing, which was continued to and reconvened on August 12, 2024, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Hidden Springs Condominium Watershed Drainage

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Improvement Project; and

WHEREAS, after hearing all the evidence offered in the proceedings and after receiving and considering all the schedules, plans, and reports filed by the County Engineer, the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, Ohio as follows:

Section 1. The Board hereby finds that the proposed improvement (maintenance assessment) is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement (maintenance assessment) will be less than the benefits. Accordingly, the Board hereby affirms its order granting the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer; and

Section 2. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 3. The maintenance fund shall be maintained, as needed, by an assessment levied not more often than once annually upon the benefited owners, as defined in [section 6131.01](#) of the Revised Code, apportioned on the basis of the estimated benefits for construction of the improvement. An assessment shall represent such a percentage of the estimated benefits as is estimated by the engineer and found adequate by the board or joint board to effect the purpose of [section 6137.02](#) of the Revised Code, except that at no time shall a maintenance fund have an unencumbered balance greater than twenty per cent (20%) of all construction costs of the improvement. The minimum assessment shall be two dollars. Any cost incurred from the petition project process will be paid from the annual Drainage Improvement maintenance assessments.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners